INFORMATION CONCERNING ENTRY OF MEXICAN AGRICULTURAL WORKERS INTO THE UNITED STATES

Public Law 78, 82d Congress, as Amended

Migrant Labor Agreement of 1951, as Amended
and Pertinent Interpretations

Standard Work Contract, as Amended

BUREAU OF EMPLOYMENT SECURITY
FARM PLACEMENT SERVICE

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UNITED STATES DEPARTMENT OF LABOR • JAMES P. MITCHELL, Secretary

Public Law 78—82d Congress, as Amended

AN ACT

To amend the Agricultural Act of 1949.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Agricultural Act of 1949 is amended by adding at the end thereof a new title to read as follows:

"TITLE V—AGRICULTURAL WORKERS

"SEC. 501. For the purpose of assisting in such production of agricultural commodities and products as the Secretary of Agriculture deems necessary, by supplying agricultural workers from the Republic of Mexico (pursuant to arrangements between the United States and the Republic of Mexico, or after every practicable effort has been made by the United States to negotiate and reach agreement on such arrangements), the Secretary of Labor is authorized—

"(1) to recruit such workers (including any such workers who have resided in the United States for the preceding five years, or who are temporarily in the United States under legal entry);

"(2) to establish and operate reception centers at or near the places of actual entry of such workers into the continental United States for the purpose of receiving and housing such workers while arrangements are being made for their employment in, or departure from the continental United States;

"(3) to provide transportation for such workers from recruitment centers outside the continental United States to such reception centers and transportation from such reception centers to such recruitment centers after termination of employment;

"(4) to provide such workers with such subsistence, emergency medical care, and burial expenses (not exceeding $150 burial expenses in any one case) as may be or become necessary during transportation authorized by paragraph (3) and while such workers are at reception centers;

"(5) to assist such workers and employers in negotiating contracts for agricultural employment (such workers being free to accept or decline agricultural employment with any eligible employer and to choose the type of agricultural employment they desire, and eligible employers being free to offer agricultural employment to any workers of their choice not under contract to other employers);

"(6) to guarantee the performance by employers of provisions of such contracts relating to the payment of wages or the furnishing of transportation.

"SEC. 502. No workers shall be made available under this title to any employer unless such employer enters into an agreemnt with the United States—

"(1) to indemnify the United States against loss by reason of its guaranty of such employer's contracts;

"(2) to reimburse the United States for essential expenses, not including salaries or expenses of regular department or agency personnel, incurred by it for the transportation and subsistence of workers under this title in amounts not to exceed $15 per worker; and

"(3) to pay to the United States, in any case in which a worker is not returned to the reception center in accordance with the contract entered into under section 501 (5), an amount determined by the Secretary of Labor to be equivalent to the normal cost to the employer of returning other workers from the place of employment to such reception center, less any portion thereof required to be paid by other employers.

"*Provided, however*, That if the employer can establish to the satisfaction of the Secretary of Labor that the employer has provided or paid to the worker the cost of return transportation and subsistence from the place of employment to the appropriate reception center, the Secretary under such regulations as he may prescribe may relieve the employer of his obligation to the United States under this subsection.

"SEC. 503. No workers recruited under this title shall be available for employment in any area unless the Secretary of Labor has determined and certified that (1) sufficient domestic workers who are able, willing, and qualified are not available at the time and place needed to perform the work for which such workers are to be employed, (2) the employment of such workers will not adversely affect the wages and working conditions of domestic agricultural workers similarly employed, and (3) reasonable efforts have been made to attract domestic workers for such employment at wages and standard hours of work comparable to those offered to foreign workers.

"In carrying out the provisions of (1) and (2) of this section, provision shall be made for consultation with agricultural employers and workers for the purpose of obtaining facts relevant to the supply of domestic farm workers and the wages paid such workers engaged in similar employment. Information with respect to certifications under (1) and (2) shall be posted in the appropriate local public employment offices and such other public places as the Secretary may require.

"SEC. 504. Workers recruited under this title who are not citizens of the United States shall be admitted to the United States subject to the immigration laws (or if already in, for not less than the preceding five years or by virtue of legal entry, and otherwise eligible for admission to, the United States may, pursuant to arrangements between the United States and the Republic of Mexico, be permitted to remain therein) for such time and under such conditions as may be specified by the Attorney General but, notwithstanding any other provision of law or regulation, no penalty bond shall be required which imposes liability upon any person for the failure of any such worker to depart from the United States upon termination of employment: *Provided*, That no workers shall be made available under this title to, nor shall any workers made available under this title be permitted to remain in the employ of, any employer who has in his employ any Mexican alien when such employer knows or has reasonable grounds to believe or suspect or by reasonable inquiry could have ascertained that such Mexican alien is not lawfully within the United States.

"SEC. 505. (a) Section 210 (a) (1) of the Social Security Act, as amended, is amended by adding at the end thereof a new subparagraph as follows:

"'(C) Service performed by foreign agricultural workers under contracts entered into in accordance with title V of the Agricultural Act of 1949, as amended.'

"(b) Section 1426 (b) (1) of the Internal Revenue Code, as amended, is amended by adding at the end thereof a new subparagraph as follows:

"'(C) Service performed by foreign agricultural workers under contracts entered into in accordance with title V of the Agricultural Act of 1949, as amended.'

"(c) Workers recruited under the provisions of this title shall not be subject to the head tax levied under section 2 of the Immigration Act of 1917 (8 U. S. C. sec. 132).

"SEC. 506. For the purposes of this title, the Secretary of Labor is authorized—

"(1) to enter into agreements with Federal and State agencies; to utilize (pursuant to such agreements) the facilities and services of such agencies; and to allocate or transfer funds or otherwise to pay or reimburse such agencies for expenses in connection therewith;

"(2) to accept and utilize voluntary and uncompensated services; and

"(3) when necessary to supplement the domestic agricultural labor force, to cooperate with the Secretary of State in negotiating and carrying out agreements or arrangements relating to the employment in the United States, subject to the immigration laws, of agricultural workers from the Republic of Mexico.

"SEC. 507. For the purposes of this title—

"(1) The term 'agricultural employment' includes services or activities included within the provisions of section 3 (f) of the Fair Labor Standards Act of 1938, as amended, or section 1426 (h) of the Internal Revenue Code, as amended, horticultural employment, cotton ginning, compressing and storing, crushing of oil seeds, and the packing, canning, freezing, drying, or other processing of perishable or seasonable agricultural products.

"(2) The term 'employer' shall include an association, or other group, of employers, but only if (A) those of its members for whom workers are being obtained are bound, in the event of its default, to carry out the obligations undertaken by it pursuant to section 502, or (B) the Secretary determines that such individual liability is not necessary to assure performance of such obligations.

"SEC. 508. Nothing in this Act shall be construed as limiting the authority of the Attorney General, pursuant to the general immigration laws, to permit the importation of aliens of any nationality for agricultural employment as defined in section 507, or to permit any such alien who entered the United States legally to remain for the purpose of engaging in such agricultural employment under such conditions and for such time as he, the Attorney General, shall specify.

"SEC. 509. No workers will be made available under this title for employment after June 30, 1959."

MIGRANT LABOR AGREEMENT OF 1951, AS AMENDED

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MIGRANT LABOR AGREEMENT OF 1951, AS AMENDED

Introduction

The Government of the United States of America and the Government of Mexico, desiring that employment of Mexican agricultural workers who may be needed in the United States shall be carried out under conditions consistent with the interests of both countries, and seeking to establish an orderly program for the employment of such workers that will be in harmony with the spirit of understanding and cooperation that characterizes the relations between them, hereby agree as follows:

Article 1

DEFINITIONS

As used in this Agreement, the terms:

a) "Mexican Worker" means a Mexican National at least 18 years of age, not a resident of the United States of America, who is legally admitted to that country for temporary employment in Agriculture in accordance with the terms of this Agreement.

b) "Employer" means:

(1) The operator of agricultural property who is engaged in agriculture, as defined in this Article;

(2) An association or other group of employers but only if those of its members for whom Mexican Workers are being obtained are bound, in the event of its default, to carry out the obligations undertaken by it pursuant to the provisions of this Agreement and Work Contract, unless the Secretary of Labor of the United States determines that such individual liability is not necessary to assure performance of such obligations; or

(3) A processor, shipper, or marketer of agricultural products when the Mexican Workers whom he obtains are employed by him in Agriculture on crops purchased by him;

c) "Wages" means all forms of remuneration to a Mexican Worker by an Employer for personal services including, but not limited to, subsistence, incentive payments, Employer contributions to or payments of insurance benefits, Employer contributions to a pension fund or annuity, and payments in kind.

d) "Agriculture" means:

(1) Cultivation and tillage of the soil, planting, production, cultivation, growing, and harvesting of any agricultural or horticultural commodities and any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparations for market, delivery to storage, or to market, or to a carrier for transportation to market;

(2) The maintenance of a farm and its tools and equipment, or salvaging of timber or clearing land of brush and other debris left by a hurricane, if the major part of such service is performed on a farm;

(3) The maintenance of ditches, canals, reservoirs, or waterways, not owned or operated for profit and used exclusively for supplying or storing water for farming purposes, and cotton ginning.

(4) Handling, drying, packing, packaging, processing, freezing, grading, or storing, in its unmanufactured state any agricultural or horticultural commodity for the operator of a farm; but only if such operator produced more than one-half of the commodity with respect to which the service is performed;

(5) All of the activities described in (4) for a group of operators of farms, but only if such operators produced the commodities with respect to which such activities are performed;

(6) The provisions of (4) and (5) shall not be applicable with respect to services performed in connection with commercial canning or commercial freezing, or in connection with any agricultural or horticultural commodities, after their delivery to a terminal market for distribution for consumption.

e) "Migratory Station" means an office established by the Government of Mexico within its territory where the selection of Mexican Workers is made and to which they will return when their contracts have terminated.

f) "Reception Center" means an office established by the Government of the United States of America within its territory to which a Mexican Worker selected at a Migratory Station is brought to be contracted for by an Employer and to which he will return from his place of employment upon termination of his contract in order that he may be returned to the Migratory Station from which he came.

g) "Secretary of Labor" means the Secretary of Labor of the United States or his duly authorized representative.

h) "Personal Injury" means Personal Injury arising out of and in the course of the employment of a Mexican Worker.

i) "Disease" means any Disease which is contracted in the course of a Mexican Worker's employment and is directly attributable to the work in which he is engaged.

j) "Workday" means 8 hours in each calendar day, except Sundays, New Years, July 4, Labor Day, Thanksgiving, and Christmas.

k) "Certification" means the determination and certification by the Secretary of Labor made pursuant to Section 503 of Public Law 78, Eighty-second Congress, approved July 12, 1951.

Joint Interpretation

"Under the provisions of Article 1 (b) (2) of the Migrant Labor Agreement of 1951, as Amended, an association who contracts Mexican workers may assign such workers only to individual user-members of the association and not to other associations, whether or not such other associations are members of the contracting association.

"There is no authority under this Article to contract or assign a Mexican worker to any individual, processor, marketer, or shipper for the cultivation or harvesting of any crop which is not owned or which has not been contracted for by such individual, processor, marketer, or shipper at the time the work is performed by the worker.

"Under no circumstances is a worker to be used by anyone as an inducement to, or to coerce any farmer to transact any business with him.

"For the purposes of this Agreement, an association who contracts Mexican workers is the employer of such workers and is primarily liable for the failure of any individual user-member of such association to meet his obligations under the Migrant Labor Agreement or the Work Contract. An association may, within the Mexican worker's contract period, assign him to any eligible individual user-member of the association for such periods as the association deems appropriate or desirable.

"In the case of employment of a worker by an association, the three-fourths guarantee of employment provided for in Article 10 of the Work Contract applies to the total period of the Work Contract and all of its extensions and not to the length of employment with any individual user-member, whether or not the worker has been withdrawn by the association from the individual user-member because of such individual user-member's violation of the Work Contract."

Article 2

NEGOTIATIONS BY GOVERNMENTS

All negotiations relating to any aspects of the program which is the subject of this Agreement shall be carried out exclusively between the two Governments.

Article 3

PRESENTING REQUESTS FOR WORKERS

At least thirty days prior to the date on which it is desired to have Mexican Workers recruited, the Secretary of Labor will advise the Mexican Government of the estimated number required. The estimates may be revised to conform to changes in agricultural needs and such revisions shall be communicated promptly to the Mexican Government.

The Mexican Government will consider these estimates in the light of Mexico's current needs for agricultural labor and its requirements for the development of its agricultural economy and with a view toward harmonizing the agricultural cycles of the two countries. Within fifteen days after receiving the estimate, the Mexican Government will notify the Secretary of Labor of the approximate number of Mexican Workers it will make available at each Migratory Station.

The Secretary of Labor will notify the Mexican Government two weeks in advance of the date on which he desires that recruiting operations shall begin at each Migratory Station. Such notice will contain information with respect to the number of Mexican Workers that are desired from each Migratory Station and the dates within which they will be required.

The Secretary of Labor will determine which Employers are to be scheduled for contracting at specific Reception Centers. Both Governments will take all necessary action to assure that recruiting will begin on the dates agreed upon as the opening date for each Migratory Station.

Article 4

LOCATION OF MIGRATORY STATIONS AND RECEPTION CENTERS

The Government of Mexico will establish the Migratory Stations in the Republic of Mexico at Mexicali, Baja California; Monterrey, Nuevo Leon; Chihuahua, Chihuahua; Irapuato, Guanajuato; Guadalajara, Jalisco; Durango, Durango; or at places adjacent to such cities, and at such other places as may be mutually agreed to by the two Governments. The United States will establish Reception Centers at Hidalgo, Eagle Pass and El Paso, Texas; Nogales, Arizona; and El Centro, California; or at places adjacent to such cities, and such other places as may be mutually agreed to by the two Governments.

Article 5

SELECTION AT MIGRATORY STATIONS

It will be the responsibility of the Mexican Government to assemble prospective Workers at the Migratory Stations where qualified candidates for contracting will be selected by representatives of the Secretary of Labor after examination by the Public Health Service of Mexico and the Mexican Ministry of *Gobernación*. Workers who have not complied with the Mexican Military Service Law will not be eligible for selection. At the Migratory Station, officials of the United States Public Health Service will conduct a physical examination of each candidate to assure that he meets the mental and health requirements for admission to the United States. Officials of the United States Department of Justice will conduct an examination to determine his admissibility under the Immigration Laws of the United States. Officials of the United States Public Health Service and of the United States Department of Justice may conduct such additional examinations or investigations at the Reception Centers in the United States as they deem necessary and appropriate.

For the purpose of this Agreement, a Mexican Worker shall not be regarded as having departed from Mexico until he has been contracted.

A Mexican Worker shall not remain at a Reception Center more than five consecutive days after his arrival from Mexico, except in the case of a serious impediment.

A Mexican Worker selected at a Migratory Station can only be rejected at the Reception Center when it is determined that his admission into the United States is in contravention of the Public Health, Immigration or Internal Security Laws of the United States.

Article 6

TRANSPORTATION BETWEEN MIGRATORY STATION AND RECEPTION CENTER

The Secretary of Labor, at the expense of the United States Government, shall provide transportation for a prospective Mexican Worker selected at the Migratory Station, except Guadalajara, from such Migratory Station to the Reception Center and return to the nearest Migratory Station. The transportation of the Mexican Worker recruited at Guadalajara shall be paid by the United States Government from Hermosillo, Sonora, to the Reception Center and return to Hermosillo.

The Secretary of Labor, at the expense of the United States Government, shall also furnish the prospective Workers subsistence while awaiting transportation from the Migratory Station, except Guadalajara, to the Reception Center, while he is in transit between the Migratory Station, except Guadalajara, and the Reception Center and return, and while he is at the Reception Center. Mexican Workers who are recruited at Guadalajara and who are returned to Hermosillo will be furnished subsistence while at the Reception Center and paid for subsistence while in transit between the Reception Center and Hermosillo.

Article 7

EMPLOYERS WHO ARE INELIGIBLE TO CONTRACT

Immediately after this Agreement becomes effective, the Secretary of Foreign Relations of Mexico will furnish the Secretary of Labor with a list of the Employers whom he considers ineligible to contract Mexican Workers because of failure to comply with the International (Executive) Agreement, approved August 1, 1949, or with any Work Contract approved pursuant thereto or, with this Agreement, as amended, or with any Work Contract approved pursuant to it. The said list may be supplemented or revised from time to time, by the Secretary of Foreign Relations.

The following special procedure will be used in listing Employers who are ineligible to contract Mexican Workers:

1. The Consul of Mexico who has jurisdiction over the area where the farm on which the Workers are employed is located, shall communicate to the appropriate Regional Representatives of the Secretary of Labor the name and address of the Employer whom it is sought to include in the list of those ineligible to contract and request that a joint investigation be made in the office of the Consulate. The Employer shall be informed of this fact by the Regional Representative of the Secretary of Labor and the Workers who eventually would be affected by the decision, or their representative, will be informed by the Consul of Mexico. The Employer as well as the Workers, or their representative, shall have the right to participate in the joint investigation to which paragraph 2 of this Article refers.

2. The Regional Representative of the Secretary of Labor shall designate a representative to participate in the joint investigation which shall begin—at the latest—two days after the receipt of the Consul's communication by the Regional Representative of the Secretary of Labor. This investigation shall be made under the following rules:

a) The Consul shall show the Representative of the Secretary of Labor all of the files and other documents which support the reason for not providing Mexican Workers to the Employer in question, and he shall explain all of the reasons for such a determination.

b) If the Representative of the Secretary of Labor should agree that the reasons which served as a basis for the purpose of excluding the Employer are justified, the two officials shall sign an instrument (model attached) declaring the Employer ineligible, and this shall be done, at the latest, four days after the initiation of the procedure to which point 2 of this Article refers. A similar procedure shall be followed in the event that the Consul of Mexico should consider that the complaints made do not merit the inclusion of the Employer in the list of ineligibles to contract Mexican Workers. The Representative of the Secretary of Labor shall inform the

Employer of this decision in writing, and the Consul of Mexico shall do likewise with respect to the Workers so affected, or their representative; in the understanding that either the Employer or the Workers or their representative can request that the matter be referred to Washington, as provided under point 2d of this Article.

c) In the event that the Employer or the Workers, or their representative, do not avail themselves of their right to participate in the joint hearing, the Representative of the Secretary of Labor or the Consul of Mexico, when they may consider it necessary or convenient, can request one, the other, or both, to attend the meetings which shall take place in the offices of the Consulate. The proper determination of a case shall be reached at such meetings, with the understanding that the procedure to which this paragraph refers should not be delayed more than 3 days.

d) If the officials mentioned do not reach an agreement, they shall, nevertheless, sign a joint instrument in which they shall state, in their order, their respective points of view, and the decisions which they may reach, including the statements which the Employer may make in his defense, as well as the charges which may be made by the Workers or their representative for their part. Copies of such instrument shall be forwarded immediately to the following higher authorities: The Ambassador of Mexico at Washington; the Secretary of Foreign Relations of Mexico; the Consul General of Mexico; the Regional Representative of the Secretary of Labor and the Secretary of Labor (at Washington, D. C.).

e) Upon the receipt of a copy of the instrument to which the last paragraph refers, the Embassy of Mexico shall propose to the Department of Labor that a new study of the case be made within the two following days with a view to making it possible to dictate a joint determination five days after the initiation of conversations, at the latest. In exceptional cases the time limit of five days may be extended when the Embassy of Mexico and the Department of Labor may concur. This determination shall be communicated to the Ministry of Foreign Relations of Mexico, the Embassy of the United States of America in Mexico, the Consulate General of Mexico and the Regional Representative of the Secretary of Labor so that the latter may make it known to the Employer. If the Representative of the Embassy of Mexico and the Secretary of Labor do not reach an agreement in the case, a copy of the determination shall, nevertheless, be sent to the officers mentioned previously in this paragraph, and the matter shall be referred to the Secretary of Foreign Relations of Mexico for his consideration.

The Secretary of Labor can, under the following circumstances, refuse to issue a certification to an Employer or to revoke one that has been previously issued:

a) Where there has been a joint determination under Article 30 that the Employer has failed to meet his obligations under any previous contract entered into pursuant to the International Executive Agreement adopted August 1, 1949, or this Agreement; or

b) Where the Secretary of Labor has determined that the Employer has.

(1) After any certification has been issued, employed Mexican Nationals who are illegally in the United States; or

(2) After thirty days from the effective date of this Agreement, employed Mexican nationals who are illegally in the United States; or

c) Where the Secretary of Labor finds that the Employer has contracted or is endeavoring to contract Mexican Workers for another Employer who is not himself eligible to contract Mexican Workers; or

d) Where the Mexican Worker is employed or is to be employed on a farm or other establishment operated by two or more persons any of whom is ineligible to use Mexican Workers; or

e) Where the Secretary of Labor finds that housing, sanitary facilities, or drinking water is inadequate, in accordance with the terms of this Agreement. The Mexican Government may object to the housing facilities and may request application of the procedure provided for in Article 30.

Notwithstanding the provisions of a), b), c), d), and e) of this Article, the Secretary of Labor may, at his discretion and with the approval of the Mexican Government, issue a certification for an Employer to contract Mexican Workers under this Agreement and require such Employer to furnish such bond or other form of indemnity as he may deem appropriate and necessary, but no Mexican Workers shall be made available under this Agreement to, nor shall any Mexican Workers made available under this Agreement be permitted to remain in the employ of, any Employer who has in his employ any Mexican national when such Employer knows or has reasonable grounds to believe or suspect or by reasonable inquiry could have ascertained that such Mexican national is not lawfully in the United States.

When the officials of both Governments responsible for the administration of this program find that an Employer utilizes the services of illegal workers, they will within a period of three days institute the necessary action so that the contracted workers may be withdrawn and transferred to another authorized Employer, and the Immigration Service, within the same period, shall proceed to the extent possible to withdraw the illegal Workers who are found on the farm and shall continue to exercise vigilance over it to avoid recurrences.

Determinations as to the unacceptability of any Employers for contracting Mexican Workers shall be made only in accordance with the special procedure established beginning with the second paragraph of Article 7 of the Agreement.

In certain cases, however, as for example, physical mistreatment, insults or threats and other grave abuses, the Secretary of Foreign Relations will make known the facts directly to the Secretary of Labor, through the Mexican Embassy in Washington, in order that, without prejudice to either the criminal or civil responsibility which the Employer may incur and the corresponding indemnity, a prompt joint determination may be reached in order to include him, if appropriate, in the list of those unacceptable to contract workers. The list of those unacceptable on the date on which the renewal of the Agreement enters into effect shall include only those Employers who have previously been declared unacceptable by joint determination of both Governments.

Article 8

PROHIBITION AGAINST DISCRIMINATION

Mexican Workers shall not be assigned to work in localities in which Mexicans are discriminated against because of their nationality or ancestry. Within a reasonable time after the effective date of this Agreement and from time to time thereafter, the Mexican Ministry for Foreign Relations will furnish the Secretary of Labor a listing of the communities in which it considers that discrimination against Mexicans exists. If there is concurrence by the Secretary of Labor that there is such discrimination in any such area, the United States Department of Justice will not issue the authorizations provided for in Article 10 to send Mexican Workers into such area.

If the Secretary of Labor does not concur, the appropriate Mexican Consul may request a statement signed by the Chief Executive Officer or Officers or the Chief Law Enforcement Officer of the Community in which the Mexican Workers are to be employed, pledging for the community that:

a) No discriminatory acts will be perpetrated against Mexicans in that locality; and

b) In the event that the Mexican Consul reports the existence of acts of discrimination against any Mexican because of ancestry or nationality, the local governmental officers who signed the statement will have such complaints promptly investigated and take such community and individual action as may be necessary to fulfill the community pledge.

The Mexican Government will permit employment in such areas if such pledges are furnished.

If, notwithstanding the foregoing, the Mexican Consul reports that discriminatory acts have been committed against Mexicans because of their nationality or ancestry in a locality where Mexican Workers are employed, the Mexican Consul having jurisdiction in the locality may request the Representative of the Secretary of Labor to join the Mexican Consul in a joint investigation in which event the procedure prescribed in Article 30 of this Agreement will be followed.

The Government of Mexico will not include "counties" under Article 8 of the Agreement in the list of towns, communities, localities and places where it is considered that discrimination exists against Mexicans on account of their nationality or of their ancestry.

Article 9

PREFERENCE IN EMPLOYMENT FOR UNITED STATES WORKERS

Mexican Workers shall not be employed in the United States in any jobs for which domestic workers can be reasonably obtained or where the employment of Mexican Workers would adversely affect the wages and working conditions of domestic agricultural workers in the United States. The Secretary of Labor may refuse to issue a certificate for any Employer who he determines is not giving preference to United States domestic workers either when hiring workers or when reducing his labor force.

Whenever the Secretary of Labor determines that United States Workers are available to fill jobs for which Mexican Workers have been contracted, the Representative of the Secretary of Labor shall immediately notify the appropriate Mexican Consul and the respective Employers that certification will be withdrawn and the applicable Work Contracts terminated. The Secretary of Labor shall, to the extent practicable, transfer the Mexican Workers concerned to other agricultural employment for which United States Workers cannot reasonably be obtained. Such transfers shall be subject to the conditions of Article 27. If such transfers cannot be effected, the respective Employers shall be required to return the Mexican Workers to the Reception Centers from which they were obtained, without cost to the Mexican Workers. Whenever a Work Contract is terminated under the provisions of this Article, the Employer shall be responsible for the three-fourths guarantee provided for in Article 16 of the Agreement for the period beginning with the day following the Mexican Worker's arrival at the place of employment and ending with the date the Work Contract is terminated but in such event the three-fourths guarantee will prevail for a period of at least six weeks, and the Employer shall pay to the Mexican Worker all other amounts due him under the Work Contract.

Article 10

REQUISITES FOR CONTRACTING

Only those Employers will be permitted to contract Mexican nationals who:

a) Have obtained the required certification from the Secretary of Labor, and

b) Have obtained authorization from the United States Department of Justice to bring such Mexican nationals into the United States.

Article 11

EMPLOYMENT GOVERNED BY AGREEMENT AND WORK CONTRACT

All employment of Mexican Workers legally admitted to the United States for agricultural employment shall be governed by the terms of this Agreement, including the Work Contract which is attached hereto and made a part of the Agreement, and by the Joint Interpretations provided for in Article 37. Except as provided in Article 24 of this Agreement, neither the Mexican Worker nor the Employer may individually or jointly change the Work Contract without the consent of the two Governments.

Article 12

LIMITATIONS ON EMPLOYMENT

The Mexlican Worker shall be employed exclusively in agriculture as defined in Article 1 of this Agreement and only for an Employer authorized to contract for his services.

Article 13

CONTRACTING AT RECEPTION CENTER

The Work Contract shall be entered into between the Employer and the Mexican Worker under the supervision of a representative of each of the two Governments and such contracts shall be prepared in Spanish and in English. Such Worker shall be free to accept or decline employment with any Employer and to chose the type of agricultural employment he desires. The Employer shall be free to offer agricultural employment to any such Worker not under contract with another Employer.

Article 14

DURATION OF CONTRACT

No Work Contract or extension thereof shall be entered into for a period of less than six weeks. Extensions of Work Contracts or transfers to new Employers within the area of employment, subject to Articles 16, 26, and 27 of this Agreement, and with the consent of the Mexican Worker, the Mexican Consul and the Secretary of Labor, may be made for a minimum period of not less than 15 days. No Work Contract or any extension thereof shall be for a period of more than six months.

Workers who are residents of Mexicali, Baja California; Chihuahua, Chihuahua; and Monterrey, Nuevo Leon, may be contracted for four-week periods. The quota for the recruitment of Workers under the four-week contract will be 10,000 for each of these three cities. If adequate qualified Workers cannot be obtained from residents of these cities, Workers may be selected from areas adjacent thereto. To the degree possible, specialized Workers will be provided for the four-week contracts, and an effort will be made to establish a system of lists of names of Workers or job titles in order to facilitate their selection according to the type of work they shall perform.

Employers who enter into a four-week contract will be required to guarantee the Workers the opportunity for employment for at least 160 hours during this four-week period. The four-week contracts shall be printed on paper of a color distinct from that of the Standard Work Contract and shall bear the title "Special Contract for Four Weeks."

If a Worker initially contracted under a four-week contract is retained after the expiration of that contract for any portion of the grace period provided for under Article 9 of the Standard Work Contract, he shall receive a five-sixths guarantee of employment for such additional Work Days. If the Work Contract is extended after the expiration of the initial four-week periol, the Worker shall, at the expiration of the four-week contract be paid any amount due him under the 160-hour guarantee and, in addition, he shall for the total period of such extension receive the three-fourths guarantee of employment provided for in Article 10 of the Standard Work Contract.

In all other respects the provisions of the Migrant Labor Agreement of 1951, as Amended, shall apply to a four-week contract to the same extent and in the same manner as they apply to contracts executed for minimum periods of six weeks or more. If a four-week contract is terminated prior to its expiration date in a manner other than provided for in Article 30 of the Migrant Labor Agreement, as Amended, the guarantee of employment shall be reduced proportionately. The minimum guarantee of 160 hours provided for in Article 10 of the Special Contract for four weeks shall apply with respect to terminations of four-week contracts made in accordance with Article 9 of the Migrant Labor Agreement with Mexico of 1951, as Amended.

Article 15

WAGES

The Employer shall pay the Mexican Worker not less than the prevailing wage rate paid to domestic workers for similar work at the time the work is performed and in the manner paid within the area of employment, or at the rate specified in the Work Contract, whichever is higher. The determination of the prevailing wage rate shall be made by the Secretary of Labor.

No certification will be issued by the Secretary of Labor under Article 10 of this Agreement on the basis of a job order specifying a wage rate which he finds has been adversely affected by the employment of illegal workers in the area.

In no case shall the Secretary of Labor make a certification on the basis of any job order which specifies a wage rate found by the Secretary of Labor to be insufficient to cover the Mexican Worker's normal living needs. In cases where the condition of a crop makes it impossible for a Mexican Worker working with normal diligence and application to earn enough at the prevailing wage rate to cover his normal living needs, even though working full time, the Secretary of Labor shall conduct an investigation, and where requested by the Mexican Consul a joint investigation shall be conducted in accordance

with Article 30 of this Agreement, to determine the proper steps necessary to remedy the situation. If no satisfactory adjustment in the wage rate can be agreed upon with the Employer, the Secretary of Labor shall, if possible, arrange for a transfer of the Workers to other agricultural employment. If no such transfer can be effected within five days the Secretary of Labor shall terminate the Work Contract, and the Employer shall, at his expense, return the Worker to the Reception Center. Nothing in this paragraph is intended to affect the provisions of Article 25 of this Agreement.

The Mexican Consuls and the Representatives of the Secretary of Labor shall exercise vigilance to insure that the wage rate paid to the Mexican Worker is not less than the prevailing wage rate for similar work in the area of employment and that wages are paid to the Mexican Workers in accordance with such rate or with any increases in such rate which may become effective in the area during the period of employment, but not below the minimum rate specified in the Work Contract. Increases in prevailing wage rates shall be put into effect immediately by the Employer and shall not be contingent upon a formal request to do so by the Mexican Worker, the Consul of Mexico, or the Representative of the Secretary of Labor. Declines in prevailing wage rates shall be recognized and accepted by the Mexican Worker, provided they do not fall below the rates specified in the Work Contract.

The Secretary of Labor shall periodically furnish the appropriate Mexican Consuls and Consuls General information with respect to the prevailing wage rates in their respective jurisdictions. The Secretary of Labor shall also furnish to the Representative of the Mexican Government in Washington like information with respect to all areas in which Mexican Workers are employed.

Any complaints concerning the failure to pay the prevailing wage rate shall be resolved by application of the procedure described in Article 30 of this Agreement.

The pay period for the Mexican Worker shall be established at intervals no less frequent than those established for the Employers' domestic workers; provided that, in no event shall the Worker be paid less frequently than bi-weekly; provided further, that the Employer may defer the payment of not to exceed a total of four days' earnings of such Mexican Worker from one pay period to the next until the final payment of wages is made to him, at which time payment shall be made of all sums due to the Mexican Worker.

The wage rates paid to the Mexican Worker may not be less than the prevailing wages for domestic laborers performing the same activity in the same area of employment as determined by the Secretary of Labor. The Secretary of Labor will give special attention, in conformity with Article 15 of the Agreement, to the fact that there shall not be issued certifications which specify a wage rate which, in his opinion, has been adversely influenced by the presence of illegal workers in the area of employment. The prevailing wage rates shall be communicated to the Secretary of Foreign Relations as the Secretary of Labor determines them but not less than once a month.

In each of the Migratory Stations of Mexico and in each of the Reception Centers of the United States there shall be fixed, in prominent places, bulletins in which are specified the prevailing wage rates for each type of employment in each area of employment in which Mexican Workers from the respective Migratory Stations and Reception Centers will be employed in order that these wage rates may be known in advance by the Mexican Workers who, in any event, may discuss them with the Employers and accept or reject them.

If the Secretary of Foreign Relations believes that the determination of the Secretary of Labor, with respect to a specific wage rate for a specific area, is incorrect he will inform the Secretary of Laor of his views in the matter, furnishing the Secretary of Labor the information upon which he bases his conclusion so that, in case the Secretary of Labor concurs in this conclusion, he may use the powers granted him by Article 15 of the Agreement to withhold certifications which include such wage rates.

In case the Secretary of Labor, after reviewing the information furnished him by the Secretary of Foreign Relations, does not find that prior determination is inaccurate a joint investigation will be undertaken by the appropriate representatives of the two Governments, if requested by the Secretary of Foreign Relations, in order that the Secretary of Labor may determine whether it is appropriate to make a new determination of the prevailing wage rate. The contracting of Workers will not be interrupted meanwhile but the Government of Mexico may inform the Workers at the Migratory Stations that a joint investigation will be made with respect to the wage rates in question. If, as a result of the joint investigation the investigators cannot reach an agreement as to the information to be submitted to the Secretary of Labor, the Government of Mexico may request the Secretary of Labor to consider any information it desires to present concerning the prevailing wages.

Article 16

GUARANTEE OF WORK

Except as otherwise provided in this Agreement, or in the Work Contract, the Employer shall guarantee the Mexican Worker the opportunity to work for at least three-fourths of the workdays of the total period during which the Work Contract and all extensions thereof are in effect, beginning on the day after such Worker's arrival at the place of employment and ending on the expiration date specified in the Work Contract or its extensions, if any.

Article 17

TRANSPORTATION BETWEEN RECEPTION CENTER AND PLACE OF EMPLOYMENT

Subject to the provisions of Article 32 of this Agreement, the Employer shall, at his expense, provide the Mexican Worker transportation and subsistence from the Reception Center at which he contracts such Worker to the place of employment. The Employer shall also, at his expense, either provide transportation and subsistence or pay for the cost of transporting such Mexican Worker from the place of employment to the Reception Center. This obligation shall apply whether the Mexican Worker returns to Mexico either upon the expiration of the Work Contract or any time prior thereto. The Employer shall not, however, be required to reimburse any Mexican Worker for such return transportation and subsistence if the Mexican Worker returns to the Reception Center or to Mexico at his own expense without affording the Employer a reasonable opportunity to provide or pay for such transportation and subsistence. If such Mexican Worker, within 3 days after leaving his place of employment, reports to the Mexican Consul or the nearest Reception Center the Mexican Consul and the Representative of the Secretary of Labor shall conduct a joint investigation pursuant to Article 30 of the Agreement to determine whether the Mexican Worker was justified in abandoning his employment without giving the Employer a reasonable opportunity to provide or pay for such return transportation. If it is jointly determined that the Mexican Worker was so justified, the Employer shall be liable for the Mexican Worker's return transportation and subsistence from the place of employment to the appropriate Reception Center.

When a Worker does not complete his contract for unjustified cause, as may be jointly decided in accordance with Article 30, the Employer shall not be obligated, under Article 17 of the Agreement to provide return transportation and subsistence to the Worker or to pay the cost thereof, except in proportion to the services rendered.

Consequently, it is understood—for example—that a Worker who terminates the contract in its third week for unjustified cause (when the contract is for six weeks) shall have the right to be paid by the Employer for the cost of half of the transportation and subsistence between the place of employment and the Reception Center.

The Employer may not make deductions from the Worker to cover the cost of return transportation and subsistence or the Worker's portion thereof. It is understood that payments will be made, in so far as possible, against the amounts owed by the Employer to the Worker; but in order to facilitate the carrying out of this provision, the Employer is authorized, in conformity with the last paragraph of Article 15, to postpone from one payment to that immediately following not to exceed a total of four days' earnings, of the wages of the Worker. It is further understood that "work day"—as defined by Article 1, paragraph (j) of the Agreement—means eight hours in each calendar day, except in those days mentioned in the same paragraph.

Article 18

MAINTENANCE OF RECORDS AND STATEMENTS OF WORK AND EARNINGS BY EMPLOYER

Each Employer shall keep accurate and adequate records in regard to the earnings and hours of employment of the Mexican Worker in his employ. Such records shall include, but shall not be limited to, information showing the number of hours worked each day, the rate of pay, the amount of work performed each day when piecework is performed and the days for which the Worker received subsistence because he was unable to work more than four hours due to inclement weather or due to the fact that he was not afforded the opportunity to work more than four hours. The Employer shall make such records available at any reasonable time for inspection by the Representative of the Secretary of Labor, or by the Representative of the Mexican Consulate when accompanied by the Representatives of the Secretary of Labor.

The Employer shall with respect to each pay period furnish in writing in both Spanish and English, to the Mexican Worker at the time the Mexican Worker is paid for such pay period, such information regarding his earnings as may be required by the Secretary of Labor. Such information shall include, but shall not be limited to, the total earnings for the pay period, the rate of pay, hours worked, days for which subsistence was paid and an itemization of all deductions.

The Employer shall also keep such additional records as may be required by the Secretary of Labor.

Article 19

OCCUPATIONAL INJURIES AND DISEASES

The employer shall provide for the Mexican Worker, at no cost to such Worker, the guarantees with respect to medical care and compensation for Personal Injury and Disease provided in Article 3 of the Work Contract.

Article 20

NOTIFICATION OF ILLNESS, DEATH OR ABANDONMENT OF WORK

The Employer shall promptly notify the Representative of the Secretary of Labor, the United States Immigration and Naturalization Service of the United States Department of Justice, and the appropriate Mexican Consul of all cases of death of Mexican Workers, whether from natural causes or accidental, and all cases of abandonment by Mexican Workers of their Work Contracts. The Employer shall also promptly notify the Representative of the Secretary of Labor and the appropriate Mexican Consul of all cases of serious illnesses or serious accidents.

Article 21

REPRESENTATIVES OF MEXICAN WORKERS

The Mexican Workers shall enjoy the right to elect their own representatives who shall be recognized by the Employer as spokesmen for the Mexican Workers for the purpose of maintaining the Work Contract between the Mexican Workers, and the Employer, provided that this Article shall not affect the right of the Mexican Worker individually to contact his Employer, the Mexican Consul, or the Representative of the Secretary of Labor with respect to his employment under this Work Contract.

JOINT INTERPRETATION

"This Article is designed to assure that Mexican Workers are permitted to elect, by a majority vote, a representative for the sole purpose of presenting to their employers only those complaints arising out of the failure of the employer to comply with the Migrant Labor Agreement of 1951, as Amended, or the Work Contract.

"The elected representatives may be an individual or individuals from the workers' own numbers, or from any legitimate and bona fide labor organization and the employer must recognize such representatives as spokesmen for the workers. This interpretation does not in any way deprive the worker of the right to be represented in any case by a Mexican Consul.

"A worker may personally or through the elected representative present his claim to the employer and the employer is, under Article 21, required to deal with either the worker individually or the elected representatives on complaints arising out of the Work Contract.

"If, however, an individual worker desires to have his complaint presented by a personal representative other than one elected by the majority of the workers pursuant to Article 21, the employer is required to recognize such representative only to the extent that such recognition is required by Federal or State Law."

Article 22

STRIKE OR LOCKOUTS

No Mexican Worker shall be used to fill any job which the Secretary of Labor finds is vacant because the occupant is out on strike or locked out in the course of a labor dispute.

In the event of a strike or lockout on the farm or in the establishment in which Mexican Workers are employed which seriously affects the operations in which they are engaged, the Secretary of Labor shall make special efforts to transfer such Workers to other agricultural employment and give them preference over all other Mexican Workers. If no transfer can be arranged, the Secretary of Labor shall, without regard to Article 30, withdraw the certification covering them, in which event their respective Work Contracts shall be terminated. The Employer's obligation under Article 10 of the Work Contract shall apply only for the period beginning with the day after the Mexican Workers' arrival at the place of employment and ending with the date the Work Contract is terminated under this Article.

Article 23

OFFICIAL INSPECTIONS

The Employer shall permit the representative of the Secretary of Labor, and officials of the United States Department of Justice access to the place of employment of Mexican Workers when necessary for these officials to carry out their responsibilities under this Agreement and under the Immigration laws of the United States.

The appropriate Mexican Consul, when exercising his rights under the Consular Convention between the United States of America and the United Mexican States formalized by the two Governments on August 12, 1942, shall be given access to the place of employment of the Mexican Worker. It is intended that the visits of Mexican Consuls under this Article be coordinated with the appropriate Representatives of the Secretary of Labor.

The refusal of any Employer to permit these officials access to the place of employment shall constitute a violation of this Agreement and the Secretary of Labor may revoke the certifications issued under Article 10, and the United States Department of Justice may withdraw the authority under which the Employer was permitted to contract the Mexican Workers. The Mexican Workers shall be transferred to another Employer if such transfer can be arranged. Such transfer shall be subject to the provisions of Article 27 of this Agreement. The violating Employer shall be liable for all of the conditions of the Work Contract including the three-fourths guarantee beginning with the day after the arrival of the Mexican Worker at his place of employment and terminating with the expiration date specified in the Work Contract.

Article 24

TERMINATION OF WORK CONTRACT PRIOR TO EXPIRATION DATE

Except as otherwise provided in this Agreement and in the Work Contract, a Work Contract may be terminated prior to its expiration date only after the provisions of Article 30 have been complied with, or by mutual agreement between the Employer and the Mexican Worker with the approval of the Mexican Consul and the Representative of the Secretary of Labor. When the Work Contract is terminated by mutual agreement the three-fourths guarantee provided in Article 16 of this Agreement shall be applicable beginning with the day following the arrival of the Mexican Worker at the place of

employment and ending with the date the Contract is terminated, and the Employer shall pay to the Mexican Worker all other amounts due under this Agreement and the Work Contract. The Employer further shall immediately notify the Representative of the Secretary of Labor of each such termination of the Work Contract.

Article 25

TERMINATION FOR REASONS BEYOND EMPLOYER'S CONTROL

If before the expiration date specified in the Work Contract the services of the Mexican Worker are no longer required for reasons beyond the control of the Employer, the Employer shall so notify in writing the Mexican Worker and the appropriate Representative of the Secretary of Labor. The Representative of the Secretary of Labor shall cause an investigation to be made and if he finds that the services of the Mexican Worker are no longer required for reasons beyond the control of the Employer, the Mexican Consul shall be so notified. If the Mexican Consul is not satisfied with the finding, he shall immediately so inform the Secretary of Labor and arrange for a joint investigation and determination. The joint investigation shall be directed solely at determining whether the services of the Mexican Worker are no longer required for reasons beyond the control of the Employer. If this fact is jointly determined by the Mexican Consul and the representative of the Secretary of Labor, the Secretary of Labor may endeavor, subject to the provisions of Article 27 of this Agreement, to transfer the Mexican Worker to other agricultural employment for which domestic workers cannot reasonably be obtained. If such transfer is not effected, the Secretary of Labor shall, after notification to the Mexican Consul terminate the Contract and the Mexican Worker shall be returned to the Reception Center at the Employer's expense. In the event that no joint determination can be reached by the Mexican Consul and the Representative of the Secretary of Labor, the procedure provided in Article 30 of this Agreement shall be followed.

Whenever the Work Contract is terminated under the provisions of this Article, the Employer shall be responsible for the three-fourths guarantee provided for in Article 16 for the period beginning with the day following the Mexican Worker's arrival at the place of employment and ending with the date the Contract is terminated and the Employer shall pay to the Mexican Worker all other amounts due under the Work Contract. The Work Contract will not be terminated prior to its expiration date due to the premature termination of agricultural work unless the Employer can demonstrate to the satisfaction of the Representative of the Secretary of Labor and the Mexican Consul that he could not reasonably have anticipated the events which obviate the need for the Mexican Worker's services.

Article 26

EXTENSION OF CONTRACTS

The Work Contract may be extended for additional periods of time. Except as provided in Article 14 of this Agreement, no such extension shall be for a period of less than six weeks. No Work Contract nor any extension thereof shall remain in effect beyond the expiration date of this Agreement; and no Mexican Worker shall remain in the United States for a period exceeding one year except under the following conditions:

1. In no event shall a Mexican Worker remain in the United States for a period exceeding 18 months.
2. The number of Mexican Workers who have been in the United States for a period exceeding one year shall not exceed 10 percent of the total number of Mexican Workers employed by an Employer at any time.
3. That all Mexican Workers employed in the United States under this Agreement in excess of one year will be permitted, by mutual agreement with the Employer and with the approval of the Mexican Consul, to take a furlough of not less than 20 days, beginning on or before the date of expiration of their one-year stay in the United States. The Mexican Consul will not approve a furlough during the last 30 days of the Contract unless a sound reason exists for such furlough.
4. The extension of the Work Contract shall be executed prior to the departure of the Mexican Worker on such furlough, to be effective on the date specified in the extension.
5. The Employer in such cases shall upon the return of the Mexican Worker from such furlough reimburse the Mexican Worker for the cost of transportation and subsistence in connection with such furlough from the place of employment to the point of departure from the United States and return from the point of entry into the United States to the place of employment.
6. All such extensions shall be entered into only with the consent of the Mexican Worker, the Representative of the Secretary of Labor and the appropriate Mexican Consul.

JOINT INTERPRETATION

"Article 26 of the Migrant Labor Agreement of 1951, as Amended, is construed to mean that the number of Mexican workers employed by each employer who may remain in the United States for a period over and above 12 months but not to exceed 18 months, shall be not more than 10% of the greatest number of workers employed by the same employer on any one day of the calendar year immediately preceding the calendar year in which the contracts of such workers who have completed 12 months' employment are extended."

Article 27

TRANSFER OF MEXICAN WORKERS

a) A Mexican Worker may be transferred from the area of employment specified in the certification to another area provided that:

(1) The Worker expresses his consent;

(2) There has been a prior certification of the Secretary of Labor;

(3) The Mexican Consul having jurisdiction over the area from which the transfer is contemplated has been given notice of the intention to transfer; and

(4) The Mexican Ministry for Foreign Relations does not raise any objection pursuant to Article 8 of this Agreement within ten days after notification as required by number (3) above.

b) If the transfer of the Mexican Worker involves a change of Employer before the expiration of the work period specified in the Contract, the following additional requirements shall be met:

(1) The Mexican Worker has been employed for not less than six weeks or the Work Contract has been terminated in accordance with any applicable provision of this Agreement;

(2) The new Employer, who shall be an Employer who would be eligible to contract Mexican Workers, shall enter into a Work Contract with the Mexican Worker;

(3) Except when a transfer results from a breach of contract, whenever a Mexican Worker is transferred from one Employer to another, prior to the expiration of the work period specified in the Work Contract, the the transferring Employer shall be responsible for the three-fourths guarantee provided for in Article 16 for the period beginning with the day following the Mexican Worker's arrival at the place of employment and ending with the day the Contract is terminated, and before the transfer he shall pay the Mexican Worker all sums due him, in accordance with the terms of this Agreement and the Work Contract.

(4) The Mexican Ministry for Foreign Relations does not raise any objections pursuant to Article 7 of this Agreement within ten days after notification to the appropriate Mexican Consul. If such objection is made the transfer shall be subject to the provisions of Article 7 of this Agreement.

When a Worker is transferred from one place of employment to another and the transfer does not involve a change of Employer, the three-fourths guarantee specified in Article 16 of the Agreement will be applied to the total period of employment with the same Employer.

Article 28

VERIFICATION OF PAYMENT OF AMOUNTS DUE MEXICAN WORKERS

The Mexican Consulate and the Representatives of the Secretary of Labor will be given a reasonable opportunity

to ascertain that the Mexican Worker has been paid all amounts due him under the Work Contract or this Agreement before the Worker is transferred pursuant to the provisions of Article 27 of this Agreement or is returned to the Reception Center upon expiration or termination of the Work Contract.

Article 29

LIMITATION ON SETTLEMENT OF CLAIMS

No negotiations shall be conducted with any Employer for the settlement of any claim filed by a Mexican Worker against such Employer unless the appropriate Mexican Consul and the Representative of the Secretary of Labor participate in such negotiations and approve the settlement of the claim.

Article 30

ENFORCEMENT PROCEDURE

Compliance with this Agreement and the Work Contract shall be enforced in accordance with the following procedure:

a) No Employer or Mexican Worker shall be held to have violated, or to be in violation of the terms of this Agreement or of the Work Contract except pursuant to the procedure provided for in this Article. Any Employer or Mexican Consul or Mexican Worker may make complaint to the Secretary of Labor as to violations of this Agreement or of the Work Contract. The Mexican Worker may make such complaint either directly or through the appropriate Mexican Consul to the Representative of the Secretary of Labor. An Employer desiring to make a complaint shall make it to the Representative of the Secretary of Labor.

b) Whenever the Representative of the Secretary of Labor, through inspections, by complaint or otherwise, receives information that either the Mexican Worker or the Employer has violated or is violating terms of this Agreement or of the Work Contract, he shall immediately make a preliminary investigation for the purpose of ascertaining the facts as to the alleged violation. If the complaint is from a Mexican Consul or Mexican Worker and the Representative of the Secretary of Labor finds from such preliminary investigation that no violation has occurred, he shall report that fact to the Mexican Consul, who within 5 days may request a joint investigation as to the alleged violation. If the Mexican Consul makes such request, a joint investigation and determination shall be made in accordance with the procedure hereinafter set forth.

c) If the Representative of the Secretary of Labor finds on preliminary investigation that a violation has occurred or is occurring and the violation is of such nature that corrective measures may be taken with respect thereto, he shall immediately bring the violation to the attention of the violating party and request that such corrective measures be taken immediately. If the violating party fails or refuses to comply with this request, the Representative of the Secretary of Labor shall immediately advise the appropriate Mexican Consul. The Mexican Consul may accept the findings of the Representative of the Secretary of Labor or, at his option, may request that a joint investigation be made with respect to the alleged violation. If the Mexican Consul so requests, the Representative of the Secretary of Labor shall promptly join him in making such investigation. If the Mexican Consul accepts the findings of the Representative of the Secretary of Labor, or as a result of the joint investigation it is jointly determined that a violation exists, and

(1) The violating party is an Employer, the Secretary of Labor may, or on request of the Mexican Consul shall, subject to the right of appeal as hereinafter provided, terminate the Work Contract and the Employer shall pay all of his obligations thereunder. The three-fourths guarantee provided in Article 16 of this Agreement, except as otherwise stated in this Agreement, shall apply to the full duration of the Contract, beginning with the day after the Mexican Worker's arrival at the place of employment; or

(2) The violating party is a Mexican Worker, who refuses to take corrective action, the Employer, subject to the right of appeal hereinafter provided, may, within five days after such determination is made, terminate the Work Contract and, without cost to the Mexican Worker, return him to the appropriate Reception Center. Any such Mexican Worker shall not be entitled to three-fourths guarantee for any portion of his Work Contract and shall not be eligible for recontracting or for future contracting.

The Secretary of Labor, when his Representative and the Mexican Consul jointly determine that the nature of the violation is such as to warrant such action, may deny the violating party the right to take corrective measures.

d) All investigations and determinations by the Representative of the Secretary of Labor and the Mexican Consul, as specified in this Article, shall be completed not later than ten days after receipt by the Representative of the Secretary of Labor of the complaint or other information as to the alleged violation.

e) In any case in which the Representative of the Secretary of Labor and the Mexican Consul cannot reach a joint determnation with respect to an alleged violation of this Agreement or the Work Contract they shall immediately report such fact, togther with all available evidence, to the Regional Representative of the Secretary of Labor and the appropriate Mexican Consul General, respectively, who shall refer the dispute without delay to the Secretary of Labor and the Representative of the Mexican Government in Washington, respectively, and these latter officials, shall promptly review the facts and render a final determination thereon.

f) If either of the affected parties is dissatisfied with the joint determination made by the Representative of the Secretary of Labor and the Mexican Consul, or by the findings of the Representative of the Secretary of Labor in case the Mexican Consul does not participate in a joint investigation and determination as provided in paragraph b) of this Article, he may appeal from such determination provided he gives written notice of his objections to the determination within 5 days after receipt thereof by him. In the case of an Employer, such notice shall be given to the Secretary of Labor or his Representative; in the case of a Mexican Worker such notice shall be given to the Mexican Consul in whose jurisdiction he is employed.

If such appeal is taken the notice of objections together with the evidence found and determination made in accordance with paragraph b) of this Article shall be referred without delay to the Secretary of Labor and the Representative of the Mexican Government in Washington and these officials shall promptly make a final joint determination as to the alleged violation.

g) During the course of any investigation and until the procedure provided for in this Article, including the review procedure provided for in f) has been exhausted, the *status quo* will be preserved insofar as practicable unless the Representative of the Secretary of Labor and the Mexican Consul otherwise jointly agree.

h) Any Employer or Mexican Consul or Mexican Worker who desires to make a compaint under this Agreement or under the Work Contract shall follow the procedure established in this Article.

JOINT INTERPRETATION

"To facilitate investigations and determinations made under Article 30 of the Agreement, it is understood that when a Mexican Consul or an employer is apprising the Representative of the Secretary of Labor of a complaint on the basis of which a preliminary investigation will be made by the Representative of the Secretary of Labor, the Mexican Consul or the employer, as the case may be, shall state the nature of the complaint in sufficient detail to enable the Representative of the Secretary of Labor to know in what specific respects the Agreement or the Work Contract is alleged to have been violated by either one. If the Mexican Consul disagrees with the conclusions reached by the Representative of the Secretary of Labor on the basis of the preliminary investigation and requests a joint investigation, the Mexican Consul shall specify the basis of his disagreement.

"The Agreement at present permits an employer to appeal from the joint determination of the representative of the Secretary of Labor and the Mexican Consul and requires maintenance of the *status quo* in so far as possible during the pendency of the appeal. In order to afford all due protection to the Mexican Worker, it is agreed that whenever

the representative of the Secretary of Labor and the Mexican Consul jointly determine that to maintain the *status quo* would imperil the health or life of a worker they may terminate the work contract.

"The provision in Article 30 e) for forwarding compliance cases 'together with all available evidence' to Washington for a joint determination by the Representative of the Mexican Government and the Secretary of Labor because of the inability of the Mexican Consul and the Representative of the Secretary of Labor to reach a joint determination in such case, contemplates that both the Employer and the Mexican Worker be afforded an opportunity to present such additional arguments and evidence as they desire to be considered in connection with the review made at Washington.

"The same day that the case is referred to Washington, the Employer shall be advised by the Regional Representative of the Secretary of Labor and the worker by the appropriate Mexican Consul General of the action taken with respect to the case.

"The worker and the employer may, within 5 days of such notification, submit such additional arguments and evidence to Washington for consideration in connection with the final determination to be made in the case.

"No appeal is permitted as a matter of right from the joint determination made at Washington."

Article 31

DEPARTURE THROUGH RECEPTION CENTERS

Except as may otherwise be required by the laws of the United States, any Mexican Worker leaving the United States under conditions other than those provided for in this Agreement or the Work Contract shall be returned to Mexico by the Department of Justice through a Reception Center.

Article 32

GUARANTEES BY UNITED STATES GOVERNMENT

The Government of the United States guarantees the performance by Employers of the provisions of this Agreement and Work Contract relating to the payment of Wages and the furnishing of transportation. The Employer shall agree that the Secretary of Labor's determinations as to the Employer's indebtedness for Wages and transportation costs shall be final and binding upon him. The Government of the United States shall, with respect to any such amounts found to be due from a defaulting Employer, pay to the Mexican Worker the amounts determined to be due him within twenty days after the final determination has been made as to the Employer's indebtedness, or as promptly as possible thereafter.

Article 33

CONSULAR AUTHORITY TO REPRESENT THE WORKERS

Article IX of the Consular Convention between the United States of America and the United Mexican States formalized by the two Governments on August 12, 1942, shall apply to Mexican Workers with respect to all rights established therein.

The appropriate Consul of Mexico is authorized to receive payment for any sums due a Mexican Worker whose address in the United States cannot be ascertained and to issue receipts in the name of the Mexican Worker. For this purpose, the Employer shall use cashier's checks payable to the Secretary of the Foreign Ministry of Mexico. The Employer and the United States Government shall be relieved of responsibility for the claims covered by such payment as soon as the check is delivered to the Mexican Consul.

JOINT INTERPRETATION

"Article 33 is construed to mean that all sums due a Mexican worker whose address cannot be ascertained, whether such amounts were earned prior or subsequent to May 19, 1952, shall be paid to the appropriate Mexican Consul by a cashier's check, a certified check, a money order or such other form of negotiable instrument as may be satisfactory to the Mexican Government, drawn in favor of both the Worker and the *Secretaria de Relaciones Exteriores de Mexico* (Ministry of Foreign Relations of Mexico), precisely in the following manner:

"'(_____) or Secretaria de
(Name of Mexican Worker) Relaciones
Exteriores de
Mexico

"The check shall be drawn as indicated in favor of both names.

"Uncashed checks previously issued in some other form should, if returned by the Mexican Government, be redrawn in accordance with this Interpretation.

"The employer and the United States Government are relieved of all responsibility for the claims covered by such payment as soon as the check is delivered to the Mexican Consul."

Article 34

EXEMPTION FROM MILITARY SERVICE

Mexican Workers who enter the United States of America under the terms of this Agreement shall not be required to register for military service in that country and they shall not be accepted for military service. Form I–100, issued to each Mexican Worker by the United States Department of Justice, shall constitute the proper identification to the local Selective Service Boards for exemption of such Mexican Workers from registration and from military service.

Article 35

PROTECTION OF RIGHTS UNDER UNITED STATES LAW

The Government of the United States of America agrees to exercise special vigilance and its moral influence with state and local authorities, to the end that Mexican Workers may enjoy impartially and expeditiously the rights which the laws of the United States grant to them.

Article 36

EXCLUSION OF INTERMEDIATES

In no case shall private employment or labor contracting agencies operating for profit be permitted to participate in the contracting of Mexican Workers.

Article 37

JOINT INTERPRETATIONS

The two Governments will issue joint interpretations of the Agreement and the Work Contract whenever they deem it necessary and such interpretations shall be binding on the Representatives of both Governments, the Mexican Worker and the Employer.

Article 38

GOVERNMENT ACTION TO SUPPRESS ILLEGAL ENTRY

Both Governments acknowledge that the illegal traffic or the illegal entry of Mexican nationals is an element which impedes the effective functioning of this Agreement. Accordingly, they agree to enforce to the fullest extent the provision of their respective applicable laws and to take all possible additional measures for the elimination of such illegal traffic and entry across the International Boundary.

Article 39

TIME LIMITATIONS FOR FILING CLAIMS

a) The United States Government shall be relieved of liability as guarantor under the provisions of Article 32 of this Agreement for any sum due a Mexican Worker under this Agreement and the Work Contract unless written claim therefor is filed with the Secretary of Labor within two years from the date of termination of the Work Contract.

b) The Employer shall be relieved of liability for any obligation whatsoever due a Mexican Worker under this Agreement and the Work Contract unless written claim therefor is filed with the Employer within the time provided in the State statute of limitation for filing of such claims in the State in

which the Mexican Worker was employed at the time the obligation arose.

Provided, however, that when a Mexican Worker is transferred to another Employer pursuant to this Agreement, the limitation period specified in paragraph a) of this Article shall begin on the date of termination of the Work Contract with the last such Employer to whom the Worker is so tranferred.

Article 40

TRANSITIONAL PROVISIONS

All Work Contracts and all extensions thereof entered into after June 12, 1952, shall be governed by this Agreement, as amended.

Article 41

TITLE AND DURATION OF AGREEMENT

This Agreement, including Amendments to Articles 1 a), 1 b) (3), 1 j), 1 k), 4, 7, 11, 14, 15, 17, 18, 20, 21, 24, 25, 26, 27, 30, 33, 39, 40, and 41 hereof and Articles 1, 2, 3, 4, 7, 9, 10, 12, 13, 17, 19, and new Article 24, of the Standard Work Contract, shall be known as the "Migrant Labor Agreement of 1951, as Amended" and shall become effective immediately upon the exchange of Notes between the two Governments. It shall constitute an extension of the Migrant Labor Agreement of 1951 for a period not beyond December 31, 1956 unless sooner terminated by not less than thirty days' notice in writing by either of the High Contracting Parties to the other.

STANDARD WORK CONTRACT, AS AMENDED

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STANDARD WORK CONTRACT, AS AMENDED

1. *Incorporation by Reference.*—This Work Contract is subject to the provisions of the Migrant Labor Agreement of 1951, as Amended, and the provisions of that Agreement are specifically incorporated herein by reference. Whenever the term "Agreement" is used in the Work Contract it shall mean the Migrant Labor Agreement of 1951, as Amended.

2. *Lodging.*—The Employer agrees to furnish the Mexican Worker, upon the Mexican Worker's arrival at the place of employment and throughout his entire period of employment, without cost to such Mexican Worker, hygienic lodgings, adequate to the climatic conditions of the area of employment and not inferior to those of the average type which are generally furnished to domestic agricultural workers in such area. Such lodgings shall include blankets when necessary, and beds or cots, and mattresses when necessary. Mexican Workers may not be assigned to any lodging quarters in such numbers as will result in overcrowding of the premises. Sanitary facilities to accommodate them shall also be furnished by the Employer. The Employer further agrees to comply with such housing standards as may be prescribed jointly by the United States and Mexico.

Where it is jointly determined under the provisions of Article 30 of the Agreement that the Employer has wilfully failed to furnish adequate lodgings as required by the provisions of this Article and the Secretary of Labor terminates the Work Contract, the Employer will, except as otherwise provided in the Agreement or this Work Contract, be required to pay all his obligations under this Contract and the three-fourths guarantee provided in Article 10 of this Work Contract beginning with the day after arrival at the place of employment and ending with the termination date specified in this Work Contract.

3. *Insurance.*—a. *Occupational Risks.*—The Employer shall provide for the Mexican Worker, at no cost to such Worker, the same guarantees with respect to medical care and compensation for Personal Injury and Disease as defined in Article 1 of the Migrant Labor Agreement of 1951, as Amended, as may be provided in like cases for domestic agricultural workers under the applicable State law for the State in which such Worker is employed when such Personal Injury or Disease is contracted.

In the absence of applicable State law, the Employer shall either obtain an insurance policy with a company satisfactory to the Mexican Government or furnish to the Mexican Government an indemnity bond to secure the payment of benefits, including medical, surgical and other necessary care and treatment provided for in this Article. If the Employer can establish sufficient financial responsibility for the payment of benefits to the satisfaction of the Mexican Government, he may assume such obligations himself as self insurer and without such bond. Any bond furnished under the provisions of this Article shall be obtained from a surety company recognized by the United States Treasury as authorized to secure Government obligations. Benefits for the Mexican Worker shall, under such insuring arrangements, be no less favorable than the following schedule:

TABLE	*Dollars*
Death	1,000
Permanent and total disability	1,000
Loss of—	
Both hands	1,000
Both feet	1,000
Sight of both eyes	1,000
One hand and one foot	1,000
One hand and sight of one eye	1,000
One foot and sight of one eye	1,000
One hand or one foot	500
Sight of one eye	500
Total loss of a digit	50
Partial loss of a digit	25

Cases not covered by the above schedule shall be resolved between the Mexican Worker, with the advice of the appropriate Mexican Consul, and the Employer in a spirit of equity and justice or by judicial decision.

The Employer further agrees to pay for all expenses for hospital, medicines, medical and surgical attention, and other similar services necessitated by Personal Injury or Disease. If the Mexican Worker is physically unable to work as a result of Personal Injury or Disease as defined in Article 1 of the Migrant Labor Agreement of 1951, as Amended, and is not hospitalized, he shall receive subsistence for each day that he is unable to perform work for a maximum of 6 weeks, provided that for each day that a claim for subsistence is made under this paragraph the Worker shall be required to furnish the Employer a physician's certificate of his inability to perform work on that day.

In cases not covered by applicable State Law, the Mexican Worker who sustains Personal Injury or Disease shall notify the Employer thereof personally or through a representative, orally or in writing, within 30 days after the Personal Injury or Disease has manifested itself or before the Worker's return to Mexico, whichever is the sooner.

Failure to give such notice shall relieve the Employer of liability for non-statutory benefits herein provided. Such notice shall not be required in cases in which the Employer has knowledge of the occurrence of such Injury or Disease.

It shall be the responsibility and duty of the Employer to notify his Mexican Workers of the time limitation within which such notice must be given to the Employer as herein provided, or as provided for by applicable State law. Failure of the Employer to so notify the Mexican Worker either before or after occurrence of such Personal Injury or Disease shall constitute a waiver of any notice requirement under this Contract and the Employer agrees not to raise objection to lack of timely notice of Personal Injury or Disease required under any applicable State law.

b. *Life and Non-Occupational Insurance.*—As soon as the Government of Mexico specifies the extent of coverage for life and non-occupational insurance which it desires for Mexican Workers the Employer shall obtain such insurance, the cost of which is to be paid for by deductions from the Mexican Worker's wages.

If the Mexican Government should institute a plan under which it will, through an authorized Mexican organization, assume the full responsibility for providing life and non-occupational insurance to Mexican Workers the Employer shall instead of obtaining the insurance as specified in the previous paragraph deduct from the Worker's wages the amount specified by the Mexican Government directly or through the authorized organization and remit such deductions to the authorized Mexican authority. The Employer shall, in no case, be required to pay any part of the cost of the premiums for life and non-occupational insurance.

The Mexican Government reserves the right to study and to institute a plan for non-occupational insurance for injuries and illnesses for Mexican Workers under which an authorized Mexican organization will assume charge of receiving the deductions which shall be made by the Employer from the Workers' wages and assume full responsibility for the payment of all expenses for non-occupational injuries and illnesses. This plan shall conform to the applicable requirements of the insurance laws of the various States in which it will be instituted; and shall provide life insurance and sufficient coverage and adequate arrangements to assure that Workers suffering non-occupational injuries and illnesses will have available promptly necessary medical, surgical and hospital care. Employers shall be required to make the deductions in accordance with paragraph g) of Article 6 of the Work Contract from the Workers' wages in the amounts specified by the Mexican Government under this plan and to remit such deductions to the authorized Mexican authority.

If the arrangement made under the plan instituted by the Mexican Government proves inadequate to provide such care or to pay the expenses incurred incident thereto, the Secretary of Labor will consult with the appropriate officials of

the Mexican Ministry of Foreign Relations in order to effect the necessary improvement to make such plan function adequately in the area in which it has failed to do so. If such improvement is not made, the two Governments will study and put into effect opportunely, by common consent, either one of these two solutions:

a) The Employer shall apply the proportionate part of the deductions that may be necessary to obtain insurance covering the expenses of hospitalization and surgical care; or

b) The Employer shall use the authorized deduction to obtain life and non-occupational insurance for injuries and illnesses in accordance with the specifications set forth in the ante-penultimate paragraph of this Article.

It is agreed that questions which the Secretary of Labor may raise regarding the inadequacy of the plan in question, will relate only to hospitalization and medical and surgical non-occupational injuries and illnesses, and in no case to the cash indemnities that the Mexican organization may have undertaken.

Embalming, funeral and other related expenses, including the transportation of the body to the place of burial, will be a first charge, up to the amount of 350 dollars, against the life insurance of the Worker.

Until the plan referred to in paragraph one of this Article is made known to the Government of the United States, all Employers shall be required to obtain at the Worker's expense life and non-occupational insurance for injuries and illnesses for such coverage as may be specified by the Secretary of Foreign Relations. Standard form policies for the various areas of employment will be furnished by the Secretary of Foreign Relations to the Secretary of Labor. Such insurance may be obtained from any responsible and properly licensed insurance company which will furnish such insurance at competitive rates for the area of employment.

Until such standard form policies are furnished by the Secretary of Foreign Relations, the Employer shall not be required to obtain life and non-occupational insurance for Mexican Workers.

Should the Employer fail to obtain life and non-occupational insurance for injuries and illnesses in accordance with the requirements of this Article, his case will be dealt with in accordance with the provisions of Article 7 of the Agreement. The Employer shall in no case be required to pay any part of the cost of the premium for any life and non-occupational insurance for injuries and illnesses.

No plan will be put into effect which might be drawn up by the Mexican Government or the organization designated by it, except by common agreement thereto of the two Governments. In the absence of a plan thus set up, the existing status will continue in effect.

JOINT INTERPRETATION

"Article 3 of the Standard Work Contract, as Amended, does not require an employer to provide coverage for Mexican workers under a state workmen's compensation law where the state workmen's compensation law does not require or prohibits coverage of agricultural workers under that law. In the absence of coverage under state workmen's compensation law, however, an employer as a condition to contracting, extending contracts of, or recontracting Mexican workers, is required to obtain an insurance policy containing as a minimum the schedule of benefits specified in Article 3.

"While an employer is not required under Article 3 to obtain insurance policies containing benefits greater than those specified in that Article, the liability of the employer is not by virtue of Article 3 limited to the schedule of benefits contained therein.

"A worker may, consistent with the provisions of Article 3, assert his common law right to seek damages for personal injuries or diseases in excess of the amounts guaranteed in said Article."

4. *Payment of Wages.*—The Employer shall pay the Mexican Worker not less than the prevailing wage rate paid to domestic workers for similar work at the time the work is performed and in the manner paid within the area of employment, or at the rate specified in the Work Contract, whichever is higher. The determination of the prevailing wage rate shall be made by the Secretary of Labor.

Where higher wages are paid for specialized tasks such as the operation of vehicles or machinery, the Mexican Worker shall be paid such wages while assigned to such tasks.

In no case shall the Secretary of Labor make a certification on the basis of any job order which specifies a wage rate found by the Secretary of Labor to be insufficient to cover the Mexican Worker's normal living needs. In cases where the condition of a crop makes it impossible for a Mexican Worker working with normal diligence and application to earn enough at the prevailing wage rate to cover his normal living needs, even though working full time, the Secretary of Labor shall conduct an investigation, and where requested by the Mexican Consul a joint investigation shall be conducted in accordance with Article 30 of the Agreement to determine the proper steps necessary to remedy the situation. If no satisfactory adjustment in the wage rate can be agreed upon with the Employer, the Secretary of Labor shall, if possible, arrange for a transfer of the Mexican Workers to other agricultural employment. If no such transfer can be effected within 6 days, the Secretary of Labor shall terminate the Work Contract and the Employer shall, at his expense, return the Worker to the Reception Center. Nothing in this paragraph is intended to affect the provisions of Article 25 of the Agreement.

Where the prevailing practice is to pay Workers on a piece rate basis, the Mexican Worker shall be paid for the first 48 hours of employment in each type of work not less than a rate computed on the basis of $2 per 8-hour day, or his earnings at the applicable piece rate, whichever is the greater. In no event, however, shall the Mexican Worker receive for any day during such period on which he performs the number of hours of work offered him a total amount, including wages and any subsistence which may be due him for such day, less than the applicable amount of subsistence specified in this Work Contract. After completion of the first 48-hour period of employment in work requiring reasonably similar skills, the Mexican Worker shall thereafter be paid on a straight piece rate basis.

Whenever the Mexican Worker is assigned to work in which the skill requirements are not reasonably similar to any previous work which he has performed for 48 hours or more, the 48-hour guarantee shall apply to the new work to which he has been assigned.

The guarantee for the first 48 hours of employment provided for in this Article shall not apply either to extensions of the Work Contract or to a new Work Contract negotiated in connection with a transfer between Employers except where the work in which the skill requirements are not reasonably similar to any previous work which the Mexican Worker has performed for 48 hours or more.

The pay period for the Mexican Worker shall be established at intervals no less frequent than those established for the Employer's domestic workers; provided that in no event shall the Worker be paid less frequently than biweekly; provided further, that the Employer may defer the payment of not to exceed a total of four days' earnings of such Mexican Worker from one pay period to the next until the final payment of wages is made to him, at which time payment shall be made of all sums due to the Mexican Worker.

For the purposes of this paragraph the term "four days' earnings" means "four days in which the Worker worked at least eight hours per day."

A Mexican Worker who does not work on Sunday will receive no wages for that day, it being understood that, in determining the wage scale, the payment of the Seventh Day, established by Federal law in Mexico, has already been included, as is customary in the United States. Neither shall the Mexican Worker be paid for New Years, July 4th, Labor Day, Thanksgiving or Christmas unless he performs work on those days. If a Mexican Worker, nevertheless, performs work on any of the above mentioned days, he shall be paid for such work at not less than the prevailing wage rate paid for similar work performed in the area of employment.

Any complaints concerning the failure to pay the prevailing wage rate shall be resolved by application of the procedure described in Article 30 of the Agreement.

JOINT INTERPRETATION

"Under the provisions of Article 4 of the Standard Work Contract, as Amended, the Mexican worker is, during the first 48 hours of work, guaranteed wages at a minimum of $2.00 for any day on which he works eight hours. If during the first 48 hours of work, he works in excess of eight hours in any one day, in addition to the $2.00 minimum guarantee, he is guaranteed compensation for such additional hours

computed at the same rate as the compensation for the first eight hours in such work day. All hours worked in excess of eight hours per day will be counted in computing the 48 hours during which the minimum guarantee of wages provided for in this Article applies."

5. *Tools and Equipment.*—The Employer shall furnish the Mexican Worker, without cost to such Worker, all the tools, supplies or equipment required to perform the duties assigned to him under this Contract.

JOINT INTERPRETATION

"So-called 'twistems' (tying wires) used by Mexican workers in carrot-tying operations are supplies required to perform the duties assigned to them, within the meaning of this Article, and as such must be furnished to workers so employed without cost to them."

6. *Deductions.*—No deductions shall be made from the Mexican Worker's wages except as provided in this Article. The Employer may make the following deductions only:

(*a*) Those provided by law;

(*b*) Advances against Wages;

(*c*) Payment for articles of consumption produced by the Employer which may have been purchased voluntarily by the Mexican Worker;

(*d*) The value of meals supplied by the Employer, provided that the charge to the Mexican Worker shall be at cost to the Employer but in no event shall such cost exceed $1.75 per day for three meals;

(*e*) Overpayment of Wages;

(*f*) Any loss to the Employer due to the Mexican Worker's refusal or negligent failure to return any property furnished to him by the Employer or due to such Worker's willful damage or destruction of such property; provided that in no case shall such loss exceed the reasonable value of such property at the time furnished to such Worker less normal wear and tear and, in the case of damaged property, its reasonable value at the time furnished less normal wear and tear and less its reasonable value when returned to the Employer;

(*g*) For insurance premiums as required under Article 3 (*b*) of this Work Contract.

The deductions under (*b*), (*c*), (*e*), and (*f*) in each pay period shall not exceed ten percent of the total amount of Wages earned in that pay period; provided, that the Employer may deduct not in excess of fifty percent of the Mexican Worker's Wages for any pay period for advances to the Mexican Worker upon the Mexican Worker's arrival at the place of employment for food and necessary clothing; provided further, that at the termination of the Work Contract, or if the Mexican Worker abandons his Contract, the Employer may deduct from such Worker's final Wage payment any debts which may be due the Employer under subparagraphs (*b*), (*c*), (*d*), (*e*), and (*f*) of this Article at the time the Contract is abandoned or terminated.

JOINT INTERPRETATION

"There is no authority to make any deductions from the wages of Mexican workers except as expressly authorized by the provisions of this Article. Since this Article contains no express provisions for deductions from the wages of workers for the cost of any tools, supplies, or equipment required to perform the duties assigned to them, deductions for 'twistems' (tying wires) furnished for use in carrot-tying are prohibited, except in accordance with paragraph (*f*) thereof."

7. *Transportation.*—Subject to the provisions of Article 17 of the Agreement, transportation of the Mexican Worker, including up to 35 kilograms of personal articles, but not including furniture, from the Reception Center at which he was contracted to the place of employment and return to the Reception Center, as well as food, lodging and other necessary expenses en route, shall be paid by the Employer.

In the event, however, the Worker fails to complete his contract for unjustified reasons as jointly determined in accordance with Article 30 of the Agreement, the Employer shall not be obligated to provide return transportation and subsistence or to pay the cost thereof except in the same proportion to the total cost thereof that the period worked by the Mexican Worker bears to the total period of the contract.

The Employer may, in such cases, apply from the wages deferred pursuant to Article 4 of this Work Contract, such amounts for the return transportation and subsistence as the Worker may be obligated to pay.

All transportation between the Reception Center and the place of employment shall be by common carrier or other adequate transportation facilities provided that such other transportation facilities, when used to transport Mexican Workers, shall have sufficient and adequate fixed seats for the transportation of passengers and adequate protection against inclement weather, meet the same safety requirements that are applicable to common carriers, and are covered by adequate insurance to protect such Workers in the event of injuries resulting from accidents en route. When Mexican Workers are transported by rail, the Employer shall not be required to provide first-class accommodations.

The failure of any Employer to comply with the requirements of this Article and the Joint Operating Instructions issued by the United States and Mexico in the furnishing of transportation to the Mexican Worker shall constitute a violation of the Work Contract.

8. *Water and Fuel.*—The Employer shall furnish potable water to the Mexican Worker without cost to him in sufficient amount to satisfy his needs and at a reasonable distance from the place at which he is performing his work and from the place of lodging assigned to him by the Employer. When fuel for heating is necessary, the Employer shall furnish sufficient fuel ready for use for the adequate heating of the Mexican Worker's quarters, without cost to such Worker.

9. *Length of Agreement.*—The duration of this Work Contract shall be for the period of time indicated herein. In case the service of the Mexican Worker is needed after the expiration of the Contract he may with his consent be employed for a period of not more than 15 days without being recontracted. The work period under this Work Contract shall begin on the day following the Mexican Worker's arrival at the place of employment in the United States.

When an Employer has no more work to offer after the expiration date of his Contract or any formal extension thereof he shall return the Mexican Workers to a Reception Center within five days. If he does have additional work to offer, he shall return Workers during the fifteen day grace period above mentioned, within 5 days after his work has terminated, but in no event later than 15 days after the expiration of the Contract or any formal extension thereof. While waiting for return transportation, the Mexican Worker shall be furnished subsistence at the expense of the Employer if he is not afforded the opportunity to work. When for reasons beyond his control, the Employer cannot comply with this provision, a joint finding of facts by the Mexican Consul and the Representative of the Secretary of Labor verifying the claim of the Employer, may relieve him of a breach of this Contract in these respects.

The Employer agrees to give the appropriate Mexican Consul and the Representative of the Secretary of Labor 10 days' advance notice of the completion of any Work Contract.

10. *Employment Guaranty.*—Except as otherwise provided in this Work Contract or in the Migrant Labor Agreement of 1951, the Employer guarantees the Mexican Worker the opportunity for employment for at least three-fourths of the Workdays of the total period during which the Work Contract and all extensions thereof are in effect, beginning with the day after the Mexican Worker's arrival at the place of employment and ending on the termination date specified in this Work Contract or its extensions, if any.

If the Employer affords the Mexican Worker, during such period, less employment than required under this provision, such Mexican Worker shall be paid the amount which he would have earned had he, in fact, worked for the guaranteed number of days. Any day that the Mexican Worker is absent on furlough authorized in accordance with Article 13 of this Contract shall not be considered a Workday within the meaning of this Article. Where wages are paid on a piece-rate basis, the Mexican Worker's average hourly earnings shall be used for the purpose of computing the amount due the Mexican Worker under this guaranteed period.

In determining whether the guarantee of employment provided for in this Article has been met, any hours which the Mexican Worker fails to work during a Workday, when he is afforded the opportunity to do so by the Employer, and all hours of work performed, shall be counted in calculating the days of employment required to meet the satisfaction of this guarantee.

Subsistence shall be furnished to the worker at no cost to him whenever he is not afforded the opportunity to work 64 hours or more in each 2-week period. Where the employment offered in any such 2-week period is less than 64 hours, the employer, with respect to each 2-week period, shall furnish the worker one day's subsistence for each 8 hours or

fraction thereof that the employment offered is less than 64 hours. No more than 8 hours per day shall be counted in computing the number of hours necessary to satisfy the requirements of this article.

Subsistence is defined as three meals per day or, where the Mexican Worker has under Article 12 of this Contract elected not to eat at the Employer's restaurant facilities, subject to the provisions of said Article 12, the amount specified in this Work Contract.

Special Contracts for Four Weeks

Except as otherwise provided in this contract, or in the Migrant Labor Agreement of 1951, as Amended, the Employer guarantees the Mexican Worker the opportnnity for at least 160 hours of employment, beginning with the Work Day following the Mexican Worker's arrival at the place of employment, and ending on the expiration date specified herein. If the Worker is retained after the expiration date of this contract for any portion of the grace period provided for under Article 9 of this contract, he shall received a five-sixths guarantee of employment for such additional Work Days. If this contract is extended after its expiration date, the Worker shall, at the expiration of the four-week contract be paid any amounts due him under the 160-hour guarantee, and in addition he shall, for the total period of such extension receive the three-fourths guarantee of employment provided for in Article 10 of the Standard Work Contract. In all other respects, the provisions of the Migrant Labor Agreement of 1951, as Amended, shall apply to this contract to the same extent and in the same manner as they apply to contracts executed for minimum periods of 6 weeks or more. If this contract is terminated prior to its expiration date in a manner other than provided for in Article 30 of the Migrant Labor Agreement of 1951, as Amended, the guarantee of employment shall be reduced proportionately. If this contract is terminated in accordance with Article 9 of the Migrant Labor Agreement of 1951, as Amended, prior to its expiration date, the minimum guarantee of 160 hours provided for in this Article shall apply. If this contract is extended after its expiration date, the provisions of the Standard Work Contract approved pursuant to the Migrant Labor Agreement of 1951, as Amended, shall supersede this contract to the extent that it is inconsistent herewith.

If the Employer affords the Mexican Worker, during such period, less employment than required under this provision, such Mexican Worker shall be paid the amount which he would have earned had he, in fact, worked for the guaranteed number of hours. Any day that the Mexican Worker is absent on furlough authorized in accordance with Article 13 of this Contract shall not be considered a Work Day within the meaning of this Article. Where wages are paid on a piece-rate basis, the Mexican Worker's average hourly earnings shall be used for the purpose of computing the amount due the Mexican Worker under this guarantee period.

In determining whether the guarantee of employment provided for in this Article has been met, any hours which the Mexican Worker fails to work during a Work Day, when he is afforded the opportunity to do so by the Employer, and all hours of work performed, shall be counted in calculating the hours of employment required to meet the satisfaction of this guarantee.

Subsistence shall be furnished to the worker at no cost to him whenever he is not afforded the opportunity to work 64 hours or more in each 2-week period. Where the employment offered in any such 2-week period is less than 64 hours, the employer, with respect to each 2-week period, shall furnish the worker one day's subsistence for each 8 hours or fraction thereof that the employment offered is less than 64 hours. No more than 8 hours per day shall be counted in computing the number of hours necessary to satisfy the requirements of this article.

Subsistence is defined as three meals per day or, where the Mexican Worker has under Article 12 of this Contract elected not to eat at the Employer's restaurant facilities, subject to the provisions of said Article 12, the amount specified in this Work Contract.

11. *Right to Purchase at Place of Choice.*—The Mexican Worker shall be free to purchase articles for his personal use, in places of his own choice and shall be given an opportunity, once each week, to go to locations where he can obtain the articles desired.

Where the location of employment is not within walking distance of the town offering the desired articles and public transportation is not available, the Employer will make arrangement for transportation.

12. *Meals.*—The Employer, when he maintains the necessary facilities, shall provide meals to the Mexican Workers on the same basis as he provides such facilities to domestic workers. When the Employer furnishes meals to the Mexican Worker, they shall be furnished at cost, but in no event shall the charge to the Mexican Worker exceed $1.75 for three meals.

The Mexican Worker, within one week after his arrival at the place of employment, shall decide whether he wishes to obtain his meals at the restaurant of the Employer, when the Employer maintains that facility, or whether he desires to prepare his own meals. If the Mexican Worker elects to prepare his own meals and the Employer furnishes him cooking and eating utensils, when requested to do so by the Mexican Worker, he may pay such Worker for subsistence 25 cents per day less than the amount he charges Mexican Workers utilizing his restaurant facilities.

Where an Employer does not furnish restaurant facilities, he shall furnish, when requested by Mexican Workers, preparing their own meals, necessary cooking utensils and facilities, including fuel ready for use for cooking purposes.

Except in the case referred to in the last paragraph of Article 10 of the Work Contract, subsistence allowances shall be determined by the Secretary of Labor as often as changes in the cost of food in the area of employment may require.

In no case may the subsistence allowances be less than the cost, in the area of employment, of the diets which the Department of Agriculture of the United States considers necessary for performing arduous labor.

These diets will be made known to the Mexican Government so that, if it considers it necessary, it may make observations relating thereto concerning food preferences of the Mexican Workers.

The differences that may arise with respect to the subsistence allowances will be resolved by mutual agreement through a joint investigation of the cost of the diets approved by the Secretary of Agriculture in the area of employment. In requesting a joint investigation, the Mexican Government will furnish the Secretary of Labor the information upon which it bases this request. The contracting of the Workers will not be interrupted meanwhile, but the Government of Mexico may inform the Workers that a joint investigation will be made with respect to the subsistence allowances in question.

The subsistence allowances will be communicated to the Secretary of Foreign Relations as the Secretary of Labor determines them and they will be posted, as in the case of the prevailing wages, in the bulletins which will be displayed in prominent places in the Mexican Migratory Stations and in the Reception Centers.

If the Employer maintains restaurant services, the situation will be governed by the pertinent provisions of Articles 10 and 12 of the Work Contract.

13. *Furloughs.*—Subject to the provisions of Article 26 of the Agreement, furloughs may be arranged between the Worker and the Employer without the approval of the Consul of Mexico and the Regional Representative of the Secretary of Labor for periods not to exceed 15 days, provided that notice of such furlough is given to the Mexican Consul within 5 days after the furlough is agreed upon, subject to the following exemptions:

1. When the furlough is to take place during the last 15 days of a 6-week Contract.
2. When the furlough is to take place during the last 30 days of a Contract of more than 6 weeks.

Furloughs within the periods specified in 1 and 2 above, or furloughs for more than 15 days, require the approval of the Consul of Mexico and the Regional Representative of the Secretary of Labor, in writing.

Except as otherwise provided in Article 26 of the Agreement, neither the Employer nor the United States Government shall be required to pay the transportation expenses of Mexican Workers to or from Mexico in connection with furloughs.

14. *Discrimination in Employment.*—The Employer shall not practice social or economic discrimination in conditions of employment against the Mexican Worker.

15. *Responsibility of the Mexican Worker.*—The Mexican Worker shall not, except as otherwise specified in this Work Contract and in the Migrant Labor Agreement of 1951, as Amended, accept employment with other than the contracting Employer and shall perform all agricultural work required

of him with proper application, care and diligence, during the period of employment specified herein under the direction and supervision of the Employer. The Mexican Worker shall not be required to work on Sunday.

Whenever it is determined pursuant to Article 30 of the Migrant Labor Agreement of 1951, as Amended, that the Mexican Worker has not complied with the provisions of this Contract, he shall not be entitled to the three-fourths guarantee provided in Article 10 of this Contract.

16. *Extension of Contract and Transfer of Workers.*—This Work Contract may be extended in accordance with and subject to the provisions of Article 26 of the Migrant Labor Agreement of 1951, as Amended, and transfer of Mexican Workers between Employers may be effected subject to Article 27 of that Agreement.

17. *Worker Representation.*—The Mexican Workers shall enjoy the right to elect their own representatives who shall be recognized by the Employer as spokesmen for the Mexican Workers for the purpose of maintaining the Work Contract between the Mexican Workers and the Employer, provided that this Article shall not affect the right of the Mexican Worker individually to contact his Employer, the Mexican Consul, or Representatives of the Secretary of Labor with respect to his employment under this Work Contract.

18. *Inspections by Government Representatives.*—The Employer agrees to give the appropriate Representatives of the Secretary of Labor, and to officials of the Department of Justice, access to the place of employment of Mexican Workers necessary for those officials to carry out their responsibilities under the Migrant Labor Agreement of 1951, as Amended, and under the Immigration laws of the United States. The appropriate Mexican Consul, when exercising his rights under the Consular Convention between the United States of America and the United Mexican States formalized by the two Governments on August 12, 1942, shall be given access to the place of employment of the Mexican Worker. It is intended that the visits of Mexican Consuls under this Article be coordinated with the appropriate Representative of the Secretary of Labor. The refusal of any Employer to permit those officials access to the place of employment shall constitute a violation of this Work Contract and the Migrant Labor Agreement of 1951, as Amended.

19. *Maintenance of Records and Statements of Work and Earnings.*—Each Employer shall keep accurate and adequate records in regard to the earnings and hours of employment of the Mexican Worker in his employ.

Such records shall include, but shall not be limited to, information showing the number of hours worked each day, the rate of pay, the amount of work performed each day when piece work is performed and the periods for which the worker is entitled to receive subsistence.

The Employer shall make such records available at any reasonable time for inspection by the Representative of the Secretary of Labor, or by the Representative of the Mexican Consulate when accompanied by the Representative of the Secretary of Labor.

The Employer shall with respect to each pay period furnish in writing in both Spanish and English, to the Mexican Worker at the time the Mexican Worker is paid for such pay period, such information regarding his earnings as may be required by the Secretary of Labor.

Such information shall include, but shall not be limited to, the total earnings for the pay period, the rate of pay, hours worked, periods for which subsistence was paid and an itemization of all deductions.

The Employer shall also keep such additional records as may be required by the Secretary of Labor.

20. *Documentation Costs.*—The Employer agrees that he will pay all documentation costs necessary for the entry of the Mexican Worker to the United States.

21. *Joint Determination.*—The Employer and the Mexican Worker mutually agree to be bound by the joint determinations of the Secretary of Labor and the representative of the Mexican Government in Washington pursuant to Article 30 of the Migrant Labor Agreement of 1951, as Amended.

22. *Beneficiaries of Mexican Worker.*—The person or persons designated in this Work Contract by the Mexican Worker as his economic dependents shall be the beneficiaries of any sums to which he, or they, may be entitled under this Work Contract or the Migrant Labor Agreement of 1951, as Amended. Any sums which may become payable to such beneficiaries shall be paid in accordance with Article IX of the Consular Convention in force between the United States of America and the United Mexican States.

23. *Protection From Immoral and Illegal Influences.*—The Employer agrees to take all reasonable steps to keep professional gamblers, vendors of intoxicating liquors and other persons engaged in immoral and illegal activities away from the Mexican Worker's place of employment.

24. *Time Limitation for Filing Claims.*—(*a*) The United States Government shall be relieved of liability as guarantor under the provisions of Article 32 of the Agreement for any sum due a Mexican Worker under the Agreement and this Work Contract unless written claim therefor is filed with the Secretary of Labor within 2 years from the date of termination of this Work Contract.

(*b*) The Employer shall be relieved of liability for any obligation whatsoever due a Mexican Worker under the Agreement and this Work Contract unless written claim therefor is filed with the Employer within the time provided in the State statute of limitation for filing of such claims in the State in which the Mexican Worker was employed at the time the obligation arose.

Provided, however, that when a Mexican Worker is transferred to another Employer pursuant to the Agreement, the limitation period specified in paragraph (*a*) of this Article shall begin on the date of termination of this Work Contract with the last such Employer to whom the worker is so transferred.

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